

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

STEVEN J. OLSHEWSKY

COMPLAINANT

v.

COLUMBIA GAS OF KENTUCKY, INC.

DEFENDANT

)
)
)
)
) CASE NO. 95-376
)
)
)
)

O R D E R

On June 6, 1995, Steven J. Olszewsky filed a formal complaint with the Commission naming Columbia Gas of Kentucky, Inc. ("Columbia") as defendant. Columbia filed its answer and memorandum in support of its answer on September 12, 1995. After discovery between the parties was completed, the Commission held a formal hearing on February 14, 1996 at which both parties appeared. Columbia was represented by counsel, Mr. Olszewsky appeared pro se.¹

After a review of the record in this proceeding and being otherwise sufficiently advised, the Commission finds no basis for granting the requested relief to Mr. Olszewsky.

¹ Although Mr. Olszewsky did not appear with counsel at the hearing, his testimony indicates that he is an attorney licensed to practice in Kentucky. Transcript of Evidence at 22-24.

Mr. Olshewsky is the owner of property at 209 University Avenue, Lexington, Kentucky. On January 12, 1995, Mr. Olshewsky called Columbia and requested that the account for gas service at that property be switched from the tenant's name to his name as landlord. Mr. Olshewsky was told that he needed to execute a property owner's agreement and file it with Columbia to avoid an interruption in service since the tenant had not yet notified Columbia to remove the service from his name.

Chris Sinninger, the tenant, requested the service be taken out of his name on January 13, 1995. The record reflects that Columbia repeatedly tried to contact Mr. Olshewsky by telephone to arrange access to the premises to obtain a final meter reading. On February 8, 1995, Columbia Gas representatives left a message on Mr. Olshewsky's answering machine that, per his prior oral request, gas service was left on at 209 University Avenue after the tenant requested it be discontinued. Mr. Olshewsky was informed that Columbia needed access to the premises to obtain a meter reading to continue the service in his name. If Mr. Olshewsky did not contact Columbia by February 9, 1995, the service was scheduled to be disconnected on February 10, 1995.

Gas service was terminated at the curb valve on February 15, 1995, since Columbia still did not have access to the premises. Gas service was restored to the premises on February 17, 1995 and a meter reading was obtained at that time. Mr. Olshewsky was subsequently billed for gas usage at 209 University Avenue from January 13, 1995 forward. A bill calculated on prior usage at the address adjusted for degree days was rendered for the period January 13, 1995 through the end of that billing cycle.

Columbia's records reflect a history of difficulty in obtaining access for meter readings at this address over time. In addition to the difficulty in obtaining a meter reading to bill the prior tenant for usage in January, Columbia was again denied access to the premises to read the meter and calculated bills were rendered for February and March until April 27, 1995, when an actual meter reading was provided by Mr. Olshewsky prior to renting the premises to a new tenant.

In June 1995, Mr. Olshewsky called to protest damage caused by having his meter moved outside. The meter that had previously been located in the basement of Mr. Olshewsky's premises was missing when Columbia's servicemen had attempted to reconnect service. During the telephone conversation with Columbia personnel Mr. Olshewsky advised Columbia that the meter was in his yard but wouldn't be there long "if someone should take it."² The serviceman dispatched to retrieve the meter was unable to locate it, and was subsequently ordered off the property by Mr. Olshewsky. That meter was never located, however, Columbia installed a new meter outside the premises at no charge to Mr. Olshewsky.

In his complaint against Columbia, Mr. Olshewsky asked that Columbia stop "dunning" him for money that he does not owe, that Columbia reimburse him for amounts he paid due to being overcharged, and that he be reimbursed for expenses due to having no gas.

² Data Request response of Columbia dated October 30, 1995, Exhibit F.

Columbia's decision to transfer the tenant's service to Mr. Olshewsky was reasonable under the circumstances. Mr. Olshewsky specifically requested the action be taken and Columbia appears to have acted in good faith to honor his request, to avoid damage to his property, and in attempting to contact him to let him know his request had been honored.

Mr. Olshewsky further objected to receiving calculated bills for service, rather than bills based upon actual meter readings. However, given that Columbia's access to Mr. Olshewsky's property was limited by Mr. Olshewsky and the meter "disappeared," Columbia had no choice but to render bills based upon calculated usage. Again, based upon the circumstances, Columbia acted reasonably in rendering calculated bills to Mr. Olshewsky. The Commission does note, however, that 807 KAR 5:006, Section 11, provides that customer accounts shall be considered current while a billing dispute is pending as long as a customer continues to make undisputed payments and stays current on subsequent bills. The evidence of record indicates that Mr. Olshewsky has made payments toward the undisputed portion of his bill, although it is not clear that his payments on subsequent bills are current. Nonetheless, Columbia should evaluate its practice of referring an account to an agency for collection while disputes such as Mr. Olshewsky's are pending.

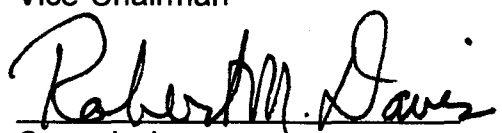
IT IS THEREFORE ORDERED that there being no basis upon which to grant the requested relief, this case is dismissed with prejudice.

Done at Frankfort, Kentucky, this 23rd day of May, 1996.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director